

AGREEMENT FOR ANIMAL SERVICES WITH LONGMONT HUMANE SOCIETY, INC.

THIS AGREEMENT FOR ANIMAL SERVICES WITH LONGMONT HUMANE SOCIETY is made and entered into this ____ day of _____, 2009 by and between the Town of Frederick, Colorado, a municipal corporation (Town), and the Longmont Humane Society, Inc. (Society).

WHEREAS, the Society has established and is maintaining a shelter and impoundment facility where animals which have been impounded pursuant to Town ordinances are cared for or disposed of pursuant to said ordinances; and

WHEREAS, the Town believes that the Society is an appropriate designated animal shelter and interested in the humane care and treatment of animals; and

WHEREAS, the Society is willing to furnish these services on behalf of the Town and the Town, may provide by contract for such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the parties thereto agree as follow:

1. **TERMS OF AGREEMENT.** The term of this Agreement shall commence on the Effective Date, and continue until 11:59 p.m. on December 31, 2010; thereafter, the Agreement shall be extended or renewed upon Town Board approval in November of 2010, unless terminated by either the Town or the Society. Notwithstanding the forgoing, either party may unilaterally terminate this Agreement at any time and for any reason, upon 60 days' notice delivered to the other party. The parties may mutually agree to the termination of this Agreement at any time and upon any mutually agreeable date. By this Agreement, the parties mutually agree to the termination of all other prior agreements for the same purpose and subject matter between the Parties, such termination being effective upon the Effective Date of this Agreement.
2. **BREACH; NOTICE REQUIREMENTS.** In the event of a party's failure to perform the duties set forth in this contract, the non-breaching party may terminate this Agreement upon written notice to the other. Written notice of the intent to terminate shall be promptly delivered to the other party and such notice shall specifically identify the causes for termination. Upon receipt of such notice, the breaching party has the opportunity to remedy any conditions of non-compliance or non-performance within 60 days of the date of the notice. However, if the conditions are not remedied, or the the breaching party continues to fail to perform after the 60-day period, this Agreement shall be conclusively terminated and shall be of no further effect. All notices shall be delivered to each party at the following addresses:

Town of Frederick
401 Locust Street
P.O. Box 435
Frederick, CO 80530

Longmont Humane Society
9595 Nelson Road
Longmont, CO 80501

If the notice is hand delivered or personally delivered, it shall be effective immediately upon such delivery or service. If sent by mail, it shall be sent certified; postage prepaid with return receipt requested and shall be effective upon mailing.

3. **DUTIES OF THE SOCIETY.** The Society agrees to furnish and provide the following:
 - a. All physical plant facilities and equipment necessary for the efficient, humane, and effective operation of an animal shelter in compliance with all City of Longmont ordinances and laws of the State of Colorado thereto applicable;
 - b. Competent veterinary medical care for all animals impounded at its facility through the availability of the professional services of a doctor of veterinary medicine licensed to so practice in the State of Colorado; and
 - c. All medical supplies, professional instruments, and equipment necessary for the efficient and effective operation of an animal shelter, along with such facilities as may be required for the disposal of dead animals consistent with public health and safety.
4. **OPERATION AND MANAGEMENT OF SHELTER.** In operating and managing the animal shelter, the Society, shall:
 - a. Conduct the operations of said animal shelter within and upon the premises generally described as the Longmont Humane Society Animal Shelter, Longmont, Colorado;
 - b. Maintain at all times such facilities of the Society in a clean and sanitary condition;
 - c. Accept from Town officials or private citizens for impoundment, dogs, cats and other animals no larger than the largest species of dog found in the Town and to also accept such dead animals from any authorized representative of the Town. The Town, however, shall be responsible for obtaining veterinary services for any animal injured prior to submittal of such animal by the Town for impoundment to the Society as may be required, such initial treatment to be at the sole expense of the Town.
 - d. Establish, keep and maintain a daily register of all animals placed by the Town into and released from the animal shelter; provide whatever form(s) deemed necessary by the Society for recording information on all impounded animals;
 - e. Not release or otherwise dispose of any living domestic animal placed by the Town with the Society, until all fees prescribed and applicable state laws have been satisfied;
 - f. Each animal impounded and placed with the Humane Society pursuant to this Agreement may be reclaimed by the owner during the impoundment period upon verification of ownership. In the case of dogs, the owner must first show proof of current, valid rabies vaccination as required under Frederick code Sec. 7-103. License application; rabies vaccination, or in the alternative, must purchase a Rabies Voucher to be used to obtain a current vaccination.

- g. Provide monthly, to the Town Police Department, a record of all animals submitted by the Town or town residents for impoundment or disposal, that specifies the disposition of each animal identifying animals reclaimed versus unclaimed, adopted or disposed of, and any fees collected for such, on or before the second Tuesday of each succeeding month during the terms hereof, beginning in January 1, 2010.
5. **DUTIES OF THE TOWN OF FREDERICK.** The Society shall be entitled to collect, from the owner or keeper of the animal, all reasonable and necessary costs associated with providing emergency treatment of an impounded animal.
6. **FEES.** The Town agrees to pay the Longmont Humane Society \$125 per animal for an average of a 5 day stay, and \$50 for each dead-on-arrival animal for animals found in the Town and brought to the Humane Society by either Town officials or private citizens. Following approval of this contract by the Town of Frederick. For animals that are brought in for quarantine longer than 5 days, each additional day will be charged at \$20.00 p/day. The Town agrees to pay the Longmont Humane Society for these additional fees should LHS not be able to collect from the owner.
7. **LIABILITY.** Each party assumes responsibility for the negligent actions and/or omissions of its agents and its employees in the performance or failure of work under this agreement and further, each party, to the extent authorized by law and the Town's Municipal Code, agrees to hold harmless the other for such liability. Indemnification shall not exceed those amounts set forth in the Colorado Government Immunity Act, now existing, or as may hereafter be amended, nor confer any benefits to any person not a party to the agreement. By agreeing to this provision, neither the Society nor the Town waives or intends to waive, as to any person not a party to the agreement, the limitations on liability which are provided to the Town and the Society under the Colorado Governmental Immunity Act, C.R.S. 21-10-101 et.seq.
8. **STATUS OF PARTIES.** The Society shall perform all services under this contract as an independent contractor and a separate entity and not as an agent or employee of the Town. The Society shall not be supervised by any employee or official of the Town. The Society shall not represent that the Society is an employee or an agent of the Town in any capacity. The Society's employees and volunteers are not entitled to worker's compensation benefits and may be obligated to pay federal and State income tax on money earned pursuant to this contract.
9. **COMPLIANCE WITH THE LAW.** It is hereby acknowledged and agreed to by the parties that strict and timely compliance with the applicable laws of the State of Colorado shall be the essence of the Agreement. Failure of either of the parties to so comply shall be sufficient cause for the other to terminate this Agreement.

